VOL. XLVII., No. 32.

The Solicitors' Journal and Reporter.

LONDON, JUNE 6, 1903.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.
All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

Contents.

CURRENT TOPICS 561
SALE BY A MORTGAGEE UNDER HIS POWER OF SALE AFTER FORECLOSURE 564
SOME RECENT COUNTY COURT STATISTICS 565
REVIEWS 565
POINTS TO BE NOTED 566
RESULT OF APPEALS 566
LAW SOCIETIES 568
LEGAL NEWS 568
COURT PAPERS 568
WINDING-UP NOTICES 569
CREDITORS' NOTICES 570
BANKRUPTCY NOTICES 571

Cases Reported this Week.

In the Solicitors' Journal.
Emary (Appellant) v. Nolloth (Respondent) 567
Groom (Appellant) v. Grimes (Respondent) 567
Preist and Wife v. Last 566
Weston v. Fidler 567
In the Weekly Reporter.
Biss v. Biss 504
Brydone's Settlement, In re. Cobb v. Blackburne 497
Cornbrook Brewery Co. (Limited) v. Law Debenture Corporation (Limited) 506
Langrish v. Watts 503
London County Council v. Wandsworth Borough Council 499
Tancred's Settlement, In re. Somerville v. Tancred. In re Selby. Church v. Tancred 510

Current Topics.

THE NEW volume of the Civil Judicial Statistics, upon which we commented last week, contains some very interesting information as to the results upon taxation of costs of the R. S. C. of January, 1902, under which the various taxing departments were consolidated, and the rules as to taxation were altered with a view to securing for a successful suitor an indemnity against all the reasonable costs of litigation. According to a table which has been prepared by Mr. W. R. SHAW, clerk to Master BAKER, there has been, as between the years 1900 and 1902, a slight decrease in the costs allowed in the Chancery Division. In the former year the amount was £776,976, in the latter £771,889. In the King's Bench Division, on the other hand, there has been an increase of nearly £62,000, the corresponding figures being £347,910 and £409,860. Having regard to the stationary character of litigation in the division, this indicates a much more liberal allowance of costs. On the other hand, the amount taxed off was even greater than under the old system. In 1900 bills for £480,627 were brought in and taxed down to the figure just mentioned—£347,910; in 1902 bills for £576,997 were taxed down to £479,860. The disallowance in the former year was 27·61 per cent. in the latter 28·97. The correct explanation is doubtless that given by Master MACDONELL: "On the introduction of the new system many parties entitled to costs prepared and brought in their bills on the assumption that they were to be allowed full solicitor and client costs—which the new rules do not give." He also points out that the increase in King's Bench costs is really greater than that shewn by the table, since the figures given do not include costs on judgments under order 14 fixed by the Masters at chambers—probably some £25,000. Altogether the effect of the new rules would seem to be to level up King's Bench costs to those in Chancery rather than to afford to suitors the indemnity which was intended.

IN THE CASE of *Rex* v. *George*, recently tried at the Old Bailey, one of the worst offences of perjury which has been before the courts for a long time met with a fairly adequate punishment. The prisoner was a private detective who had been employed by a suspicious husband to watch his wife with a view of instituting divorce proceedings, and at the hearing of the divorce suit this

man had deliberately sworn to having seen an act of misconduct which in fact never took place. Sir J. HANNEN long ago laid it down that the court, over which he so ably presided, would not act on the uncorroborated evidence of a detective. In this case there was corroboration of a sort, but this turned out afterwards to be utterly unreliable. When perjury is committed by a man merely to escape punishment, or to clear his own name or that of someone he loves from some disgraceful charge, it is possible to feel that there is some extenuation of his offence, but when the course of justice is perverted, and lives ruined, by a paid detective with no other interest in the matter than to earn a pecuniary reward, no punishment can be too severe for the criminal. When a solicitor has to make inquiries with a view to taking divorce proceedings, it is often impossible for him to avoid employing detectives. Such men, however, should only be employed for the purpose of discovering evidence and witnesses who can testify to material acts. It is unadvisable to call detectives as themselves being actual witnesses of such acts, unless perhaps sometimes to merely corroborate the evidence of other persons. It is obviously a great temptation to unscrupulous persons, who wish to enhance their own reputation for cleverness and to earn higher fees, to allow them to testify to having seen acts which they go forth with the intention of seeing. And it is not only a great temptation to them, but it is a serious danger to the public. The recent case supplies a much-needed lesson, and one which it is to be hoped will be carefully learnt by all persons who have to institute delicate inquiries affecting the reputation of others. The sentence of five years' penal servitude passed upon GEORGE will also, it may be hoped, be a lesson to detectives.

WE HAVE frequently remarked on the assiduity with which the movements of the learned judges at the commencement of each vacation are recorded in the daily press. The Whitsuntide paragraphs this year have been somewhat scanty, the journeys of a considerable number of the occupants of the bench being unaccounted for, possibly because they did not take any. It has long struck us that the information given on this subject, if it is to be given at all, is altogether inadequate. One wants to know not only where the learned judges go, but how they comport themselves on the journey. With a view of suggesting to our daily contemporaries a more satisfactory record, we instructed an able and active member of our staff, with a taste for detective investigation, to furnish us with a more complete narrative of the proceedings of a learned judge while on his way to his holiday resort. The following is the report which we have received: "Mr. Justice —— left London yesterday for ——. On arriving at the station, he made an Order in the following terms: 'Corner seat, back to engine,' and while on his way to the train he issued an injunction against his 'golf things' being placed in the van, and intimated that the porter's costs would follow the event. Having been provided with certain printed matter, his lordship ordered further particulars in the following terms, 'John, get me Tit-Bits, Sporting Life, and the Pink 'Un.' He further made a mandatory injunction as to telegraphing for lunch at the first stopping place, adding, as a term of his Order, 'Chicken breast, not leg.' After the train had started, his lordship (being under the impression that he was sitting in court) went to sleep, but on the train stopping at the luncheon station promptly woke up with the remark 'The motion fails.' I regret that I was unable to discover the proceedings of the learned judge during the rest of his journey. When I last saw him he was engaged in severely censuring the refreshment-room attendant in respect of contempt of court in disobeying the injunction as to portion of chicken to be supplied."

SEVERAL CASES recently have illustrated the difficulties which may arise when trustees are directed by a tenant for life to invest capital moneys arising under the Settled Land Acts in a manner selected by him. By section 22 (2) of the Act of 1882 it is provided that "the investment or other application by the trustees shall be made according to the direction of the tenant for life," and in *Re Lord Coleridge's Settlement* (44 W. R. 59, 25 Ch. D. 704) CHITTY, J., seems to have regarded this as making the tenant for life master of the situation to the fullest extent. "The tenant for life, in the exercise of his statutory power, cannot," he said, "be controlled by the trustees or by the court, so long as he really and honestly exercises his discretion." On the other hand, in *Re Hotham* (50 W. R. 150; 1901, 2 Ch. 790) COZENS-HARDY, J., held that the trustees were not deprived of all volition and discretion in the matter, and that in the case of a mortgage it was their duty to satisfy themselves as to the title to and the value of the proposed investment. Similarly in *Re Duke of Cleveland's Settled Estates* (50 W. R. 508; 1902, 2 Ch. 350) JOYCE, J., held that the trustees were entitled to insist on the investment of capital moneys being carried out through their own brokers and not through brokers nominated by the tenant for life. In the recent case of *Re Theobald* KEKEWICH, J., has adopted the same principle where the tenant for life had directed the trustees to invest capital moneys in the purchase of ground-rents, and has held that they were entitled to satisfy themselves both as to the value of, and the title to, the rents. Hence where the tenant for life had accepted a twenty-two years' title commencing with a mortgage, the trustees were held to be justified in insisting on a forty years' title. It is to be noticed that in the case of purchase of land with capital moneys the trustees are by section 42 of the Act of 1882 expressly exempted from liability for adopting any contract made by the tenant for life, and from the duty of inquiring as to the propriety of the purchase and from being answerable as regards price or as regards investigation of title, if only the conveyance is in proper form and the usual receipt is obtained for the purchase-money; and it would seem that this provision in a case of purchase puts the whole responsibility on the tenant for life. KEKEWICH, J., however, took a different view. "I conceive it," he said, "to be quite possible that trustees may be entitled, and in some cases may be bound, to do far more than is suggested, notwithstanding the protection from liability which the Act confers." Of course, if the tenant for life were directing an investment which was clearly improper or open to objection, this might very well be so, but it is not apparent why both the trustees and the tenant for life should concern themselves with an investigation of title where, as in the present case, nothing unusual is being done.

A MOST important case to publicans was decided last week by a Divisional Court in *Emary* v. *Nolloth* (reported elsewhere). The question raised was whether, under the Intoxicating Liquor (Sale to Children) Act, 1901, a licensed person could be convicted under section 2 of knowingly selling liquor to a child, when the liquor was in fact sold to the child by his servant contrary to his express directions. The evidence shewed that the publican was at the time himself in charge and control of the bar, when his assistant, without his master's knowledge, sold some liquor to a child not in a corked and sealed vessel. A notice was posted in the bar forbidding servants to sell to children, and in addition the assistant in question had been expressly forbidden to transgress the provisions of the Act. The words of the statute are "every holder of a licence who knowingly sells or delivers, or allows any person to sell or deliver." The summons charged the appellant that he did "knowingly allow B. to sell liquor to a person under fourteen, &c." Now, in the case of the *Commissioners of Police* v. *Cartman* (44 W. R. 637; 1896, 1 Q. B. 655) it was held that a publican could be convicted of selling liquor to a drunken person under section 13 of the Licensing Act, 1872, when in fact the sale had been effected by a servant in the absence of, and contrary to the express general instructions of, his employer, the defendant. That case was relied on in support of the conviction against the appellant. In that case, however, the servant was in control of the bar in the absence of his master, whilst in the recent case the master was actually present in another part of the same room. This distinguishes the two cases clearly. In the older case Lord RUSSELL, C.J., laid great stress on the fact that publicans often leave their premises under the control of other persons. Was there to be no remedy (he asked) if drink was sold by the person in control to a number of drunken persons? In the recent case the court quashed the conviction of the appellant, and the Lord Chief Justice did much to put the law on a clear footing.

In his judgment, if an act is simply and absolutely prohibited, knowledge on the part of the master is not material. If, however, the statute uses words such as "knowingly," "permits," "allows," &c., knowledge is essential, as a general rule. But where the licence-holder puts another person in control of his business and delegates his authority to him, then the "permitting," &c., is within the scope of his authority even though contrary to express general directions, and the master is answerable for his servant's act. Here, however, there was no delegation; the licence-holder was himself in control, and the servant was disobedient. For the benefit of the public, several exceptions have been made in the law that one man cannot be criminally liable for the act of another done without his knowledge or consent; it is just as well, however, that the number of such exceptions should not be lightly increased.

The vast increase in the business transacted by life insurance companies and in the number of agents employed by them has caused several cases to arise in which the question is how far the representation of an agent as to the validity of an insurance is a representation of fact or of law. In the case of *McDowell* v. *The London and Edinburgh Insurance Co.*, decided in 1901, which we have already had occasion to discuss (45 Solicitors' Journal, 716), an action was brought by the plaintiff to recover back premiums which he had paid for some years in respect of a policy on the life of a workman in which he had no insurable interest. His story was that he had been induced to enter into this policy by the fraudulent representation of the agent of the defendants that it was "all right." The Divisional Court in their judgment pointed out that all matters of fact were in the common knowledge of both parties, and that the representation was at the most a misrepresentation of the law. This statement, if it implied that for a misrepresentation by the agent of an insurance company as to the validity of an insurance there was no legal remedy, was not likely to give general satisfaction, and in a later case, *The British Workman and General Assurance Co.* v. *Cunliffe* (18 Times L. R. 425, 502), where there was a similar representation as to the validity of an insurance, the Divisional Court said that the rule that money paid under a mistake of law cannot be recovered back only applied to ignorance of a general rule of law, and where it was clear that the mistake was occasioned by a misrepresentation by one party to the other, and it was proved that one party was ignorant of the law and the other party, who made the representation, was not, and that the circumstances were such that the one party would rely upon the knowledge of the other and was thereby induced to pay money, it could not be retained by the party who had made the misrepresentation. Finally, the recent case of *Harse* v. *The Pearl Life Assurance Co.*, heard and determined on the 11th of May, gives an even clearer illustration of the law. The agent of an insurance company, in good faith and believing his statement to be true, represented to the plaintiff that an insurance to be effected by the plaintiff on the life of his mother was valid, and the plaintiff, relying on that representation, effected an insurance with the company on his mother's life and paid premiums in respect of it; the policy being illegal and void for want of an insurable interest. It was held that the parties were not *in pari delicto*, and that the premiums could be recovered back, Channell, J., observing: "If a man who has no knowledge of insurance law is asked by an agent of the insurance company, who probably does know, and certainly ought to know, the general principles of the law relating to his business, to insure the life of another person, and, in answer to an inquiry as to whether the insurance will be legal and valid, is told by the agent that it will, then if he is fraudulently told so . . . it is quite clear that the premiums can be recovered back. I am prepared to hold now that fraud is not essential, and that, as between parties situated as are the parties before the court, where the contract has been procured by a statement which, though innocent, is not true, the money can equally be recovered back, unless there was some conduct on the part of the plaintiff so wrong that he cannot be heard to set up the illegality of the contract." We may, therefore, assume that the law on this interesting subject has been satisfactorily settled.

In the case of *Crane* v. *Ormerod*, which was heard on the 6th of May, the Divisional Court had to consider the startling proposition that, where goods are taken in execution by the bailiff of a county court, and no claim having been made to them, are sold by the bailiff, and it subsequently appears that they were not the property of the judgment debtor at the time of the seizure or sale, the purchaser acquires a good title to the goods as against the real owner. It might well be asked what reason in the nature of things could there be why a sale by the bailiff of the county court should give a title, when a sale by the sheriff in the High Court gives none? The argument in support of the proposition was founded on the sections of the County Court Act, 1888, which relate to execution. By section 156 the claimant of goods taken in execution must deposit their value or pay the costs of keeping possession, otherwise the goods shall be sold. In *Goodlock* v. *Cousins* (1897, 1 Q. B. 348), the claimant having neglected to make the deposit or give the security required by the section, the bailiff proceeded to sell the goods, and it was held that this sale gave the purchaser a good title, by analogy to what happens upon a sale under an order of the High Court in cases of interpleader. In *Crane* v. *Ormerod*, a piano which had been seized by the high bailiff did not belong to the judgment debtor, but had been lent to him under the hire-purchase system. The lenders, who did not know that the piano had been seized, made no claim to it before the sale. The argument in favour of the purchaser of the piano was that, assuming that a claimant who does not comply with the requirements of the section is barred of his right to follow his goods, the owner of goods who makes no claim to them is in the same position. The court had not the slightest difficulty in holding that a purchaser where no claim is made does not come within the section. The well-established rule of law, in the absence of any express statutory provision, is that an execution can only be levied on the goods of the party against whom the writ issues. A case may possibly exist when the real owner of goods may lose his right to them by reason of some assertion on his part that they belonged to the debtor, but nothing of the kind occurred in the present case.

The action for seduction still maintains its place in the English law, though it has always been regarded as an anomaly, depending as it does upon the fiction of loss of service. The King's Bench Division in Ireland has recently in *Hamilton* v. *Long* (Ir. Rep., 1903, vol. 2, 407) decided a point as to the maintenance of such an action with regard to which there appeared to be no authority. The plaintiff, a widow, brought the action for the seduction of her daughter. The seduction occurred in the lifetime of the plaintiff's husband, the father of the girl, and while she was living with her parents. After her father's death the daughter continued to live with the plaintiff, rendering her the ordinary household services, and two months after her father's death was delivered of a child, the result of the seduction. In these circumstances the question arose whether the mother could maintain the action, either by the common law or by virtue of the Married Women's Property Acts. For the plaintiff it was contended that it might be presumed that the daughter was the servant of her father and mother jointly at the time of the seduction, in which case the action on his death would survive to the mother, or that, alternatively, it might be considered, since the Married Women's Property Acts, that she was at the time of her seduction the servant of her mother. The court (Lord O'Brien, C.J., and Gibson and Madden, JJ.) held, with much reluctance, that the action could not be maintained, as there was nothing to shew that the girl was the servant of anyone but her father at the time of the seduction. We have no reason to suppose that a different decision would have been given if the case had arisen in the English courts. The action was defeated by a mere accident, but it is curious that there is no report of any previous case in which such an accident had occurred. In Scotland the action is given to the person seduced, so that all difficulty as to the proof of service is avoided.

In connection with the suggested allocation of duties on food to the provision of old age pensions, attention may be called to the existing enactments for allocating the money which is popu-

larly called "whisky-money" (though derived also from beer) to the purposes of education. These enactments are very complicated and little understood. The 2nd section of the Education Act, 1902, directs local education authorities to apply to education purposes "all or so much as they deem necessary of the residue under section 1 of the Local Taxation (Customs and Excise) Act, 1890. That Act depends for its construction on section 7 of the Customs and Inland Revenue Act, 1890, by which certain duties, including ".such portion of the duties of excise and of customs imposed by section 11 of the Inland Revenue Act, 1880, and section 3 of the Customs and Inland Revenue Act, 1881, as amended by section 3 of the Customs and Inland Revenue Act, 1889, in respect of beer, as equals threepence for every thirty-six gallons" were directed to be so "appropriated as Parliament" might "hereafter direct by any Act passed in the" [then] "present session." The "residue" under the later Act (c. 60), passed accordingly, was the residue left after the payment of £300,000 for certain purposes of police superannuation in England. The ear-marking of probate duties (since superseded by estate duties) and of local taxation licence duties for local purposes under the Local Government Act, 1888, is much less specific and easier to comprehend. It may be hoped that, in the event of any similar ear-marking of corn duties for old age pension purposes, the object of the Legislature will be more simply and intelligibly accomplished.

It is stated that, owing to the illegible writing which is inflicted upon its departments, the Indian Government has issued an order to the effect that henceforth the name and rank or status of its correspondents shall be given at the head of all official documents and letters. We are sometimes tempted to wish that the Incorporated Law Society had power to make a similar order. The names of solicitor correspondents are generally given at the head of their letters, but in some cases only the address is printed or stamped, and it not unfrequently happens that the only part of the letter which cannot be made out is the signature. Why men who are accustomed to sign numerous cheques almost every day cannot take the trouble to adopt a legible signature has always been a puzzle to us. We know an ingenious clergyman, in receipt of a large number of letters soliciting aid for institutions and persons, who invariably cuts out an illegible signature and pastes it on the envelope of his reply. A similar course would afford a hint to lawyers of the difficulties occasioned by their strange caligraphy. No doubt it may be said that the number of times which a solicitor has at the close of the day to append his name, or the name of his firm, to the letters which are placed before him naturally leads to carelessness. But carelessness cannot altogether account for the strange jamming together of words and letters, and the exuberant tails and flourishes which mark some signatures.

Sale by a Mortgagee Under His Power of Sale After Foreclosure.

The recent decision of Farwell, J., in *Stevens* v. *Theatres* (*Limited*) (1903, 1 Ch. 857) deals with a question of considerable practical importance where a title is being made to property which has been in mortgage. Does an order for foreclosure, either *nisi* or absolute, debar the mortgagee from exercising his power of sale? The point immediately before the court related to a sale after an order *nisi*, and before the foreclosure had been made absolute, and the decision was that the effect of the order was not to destroy the power of sale, but to require the leave of the court as a condition for its exercise. It seems, however, to follow from the judgment that even an order for foreclosure absolute does not destroy the power of sale, and that the mortgagee can sell under the power, though, if he does so, the effect will be to reopen the foreclosure and to render him liable to account to the mortgagor for the proceeds of sale.

Upon principle it might be supposed that, since the order for foreclosure vests the beneficial ownership of the land in the mortgagee, he would cease for all purposes to hold the position of mortgagee, and would thenceforth rank only as absolute owner. "The effect of an order for foreclosure absolute," said Lord Selborne, C., in *Heath* v. *Pugh* (6 Q. B. D., p. 360), "is to vest the ownership of, and the beneficial title to, the land for the first time in the person who was previously a mere incumbrancer. The equitable estate of the mortgagor is then forfeited and transferred to the mortgagee." But though this is so as long as the foreclosure stands without interference, yet the fact that the order has been made is no guarantee that the court will not undo its own work and relegate the parties to their former positions of mortgagor and mortgagee. "At last," said Jessel, M.R., in *Campbell* v. *Holyland* (7 Ch. D., p. 171), after describing the proceedings in a foreclosure suit, "there came the final order, which was called foreclosure absolute, that is, in form, that the mortgagor should not be allowed to redeem at all; but it was form only, just as the original deed was form only; for the Courts of Equity soon decided that, notwithstanding the form of that order, they would after that order allow the mortgagor to redeem. That is, although the order of foreclosure absolute appeared to be a final order of the court, it was not so, but the mortgagee still remained liable to be treated as mortgagee, and the mortgagor still retained a claim to be treated as mortgagor, subject to the discretion of the court."

Under what circumstances the court will exercise their discretion and re-open the foreclosure it is not necessary for the present purpose to inquire. "It has been said by the highest authority," observed Jessel, M.R., in the judgment just referred to, "that it is impossible to say *a priori* what are the terms. They must depend upon the circumstances of each case." The principle seems to be that the mortgagor must make his application promptly and must shew special circumstances of hardness in allowing the foreclosure to stand, as that he had been disappointed in his expectations of raising the money required for redemption within the time limited, or that the value of the property is largely in excess of the mortgage debt. The point of immediate importance is that the existence of this discretion in the court to reopen the foreclosure is a sufficient reason why the mortgagee should retain his power of sale. He can give no guarantee to a purchaser that the foreclosure will not be reopened, and hence he cannot in practice make a title as absolute owner unless either a substantial time has elapsed since the foreclosure absolute, or there are other circumstances which make it safe for a purchaser to conclude that the court will not interfere. Hence, if the power of sale were gone, the mortgagee's position with regard to realizing the property would really be prejudiced by his having foreclosed.

The case, however, of *Watson* v. *Marston* (4 D. M. & G. 230) strongly favours the existence of the power of sale after foreclosure. There a mortgagee, with a power of sale, obtained an absolute foreclosure, and then entered into an agreement for sale. The contract contained a clause providing that, as the vendor was mortgagee with power of sale, she would only enter into the usual covenant that she had not incumbered. The purchaser objected to the validity of the foreclosure decree, and insisted on having the conveyance under the power of sale, but the vendor gave evidence that the above clause was inserted by inadvertence and that she had never meant to sell except as absolute owner under the foreclosure. In the result the Court of Appeal (Turner and Knight-Bruce, L.JJ.) held that the inadvertence was a defence to the purchaser's suit for specifically performing the contract by a conveyance under the power, but the course of the proceedings shews that no real doubt existed that the power remained exercisable notwithstanding the foreclosure. It is true that during the argument, Knight-Bruce, L.J., remarked: "I doubt whether the plaintiff is not preferring a bad to a good title"; but, as Farwell, J., in the present case of *Stevens* v. *Theatres* (*Limited*) (*supra*) pointed out, this was merely a suggestion, and the Lords Justices did not say that there was no title at all to sell under the power of sale. "If," remarked the learned judge, "it could have been said that there is no such power existing, it would have been a short answer to make to a man who was insisting on having a conveyance under that power." As a matter of fact the vendor succeeded, not because her power of sale was no longer in existence, but because, since she had intended to sell

as absolute owner, and her power of sale had only been referred to by mistake, it would have been a hardship on her to require her to reopen the foreclosure by conveying under the power. It seems safe, therefore, to assume that *Watson* v. *Marston*, with the observations on it in *Stevens* v. *Theatres (Limited)*, establishes that a mortgagee may still make a title under his power of sale, even though he has got an absolute foreclosure, but that if he does so the effect will be to reopen the foreclosure and he will have to account to the mortgagor for the proceeds of sale.

So far as the continued existence of the power of sale is concerned, the case is analogous to that in which the mortgagor's equity of redemption has been barred by the mortgagee's possession for twelve years without acknowledgment. This does not deprive the mortgagee of his right to exercise his power of sale (*Re Alison*, 11 Ch. D. 284), and, of course, owing to the difficulty of proving the negative fact of want of acknowledgment, a sale under the power is much the most convenient course. But inasmuch as the effect of the Real Property Limitation Acts is to extinguish the mortgagor's interest, the mortgagee exercising his power of sale is under no liability to account for the proceeds.

When the foreclosure is not yet absolute, but the proceedings have only got as far as an order *nisi*, a mortgagee who desires to exercise his power of sale is met by the difficulty that the mortgagor is under the order entitled to a reconveyance if he pays the mortgage money by the specified day, and hence if the mortgagee sells and conveys he renders himself unable to obey the terms of the order. Upon this ground FARWELL, J., held in the present case that the mortgagee was under such circumstances debarred from exercising his power of sale without first obtaining the leave of the court. "When the parties," he said, "have once taken the judgment of the court, neither party, in my opinion, is entitled without the leave of the court to put it out of his own power, by any act of his own, to obey the judgment of the court." The mere commencement of proceedings, it should be noticed, does not prevent the exercise of the power: *Adams* v. *Scott* (7 W. R. 213). This result only follows where an order has been made, and it really involves no hardship on the mortgagee, since the court can be relied upon to give him all the assistance which is really required for the protection of his rights. Neither the order *nisi* nor the order absolute, therefore, extinguishes the power of sale, but between these two orders the power of sale is in a manner suspended, and a mortgagee who desires to exercise it must apply for this purpose to the court.

Some Recent County Court Statistics.

WE noticed last week the returns of Civil Judicial Statistics for England and Wales for the year 1901, and drew attention to the results as regards the county courts, but the matter deserves further consideration. The amount of business disposed of in those courts in the year 1901 was the largest recorded in any one year since the existing statutory county courts were established, fifty-seven years ago. On most of the circuits into which our county court system is divided there has been a considerable growth of business, and notably in Glamorgan and Surrey, in the cities of Sheffield, Birmingham, Liverpool, and Manchester, and in some of the metropolitan county courts, in which last-mentioned courts it may be mentioned that during the year 1901 there were about four times as many plaints entered as there were writs issued during the same period in the Central Office of the Supreme Court of Judicature.

The total number of county court plaints entered in the year under consideration reached no less a figure than 1,228,710, being an increase of nearly 48,000 on the number issued in the preceding year, and the aggregate amount claimed thereby exceeded £3,600,000, giving an average per plaint of £2 19s. 10d. Moreover, as regards actions determined in the county courts in 1901, an increase of over 50,000 is recorded, and in the amounts recovered of upwards of £72,000. The sums paid in respect of fees and costs for the same period is also the largest yet credited to any one year.

It is likewise satisfactory to note that, though, as already stated, the average amount per plaint issued in 1901 was under £3, there has in recent years been a steady increase in cases over £50 entered in the county courts by agreement of the parties, the average for the period from 1897 to 1901 being 1,604, as against 403 during the period from 1876 to 1880.

On the other hand, the jurisdiction of the county courts in equity cases does not exhibit that rapid increase so noticeable in other branches of their jurisdiction. Thus, though the number of equity petitions and notices filed in 1901 exceeds by nineteen that recorded in the preceding year, it will be found that, while the annual average for the years 1887 to 1891 is 235·2, that for the years 1897 to 1901 is only 237·6. Whatever may be the reason of this stagnation, we venture to think it is probably attributable, in part, to the fact that the machinery provided by the County Court Act and Rules for the transaction of business in chambers is not nearly so adequate and suitable to equity proceedings as that prevailing in the Chancery Division of the High Court.

Turning to the derivative jurisdiction of the county courts, we find that, of actions remitted from the High Court, 1,638 were disposed of in the county courts in 1901, or twenty less than in the preceding year. Many of these cases necessarily absorb a great deal of time, involve considerable labour and trouble, and, it is believed, sometimes occasion serious arrears of ordinary business in the larger county courts, and notably in some of those within the metropolitan area.

As regards the jurisdiction of the county courts under the Debtors Act, 1869, it appears from the returns under consideration that the number of debtors imprisoned in the year 1901—namely, 8,494, is the largest yet recorded in any one year since the foundation of the present county courts. This would seem to indicate that the judges are determined that the Act in question shall not be a dead letter, and that the law will be enforced against obstinate debtors who refuse to pay though able to do so. When, however, it is remembered that the number of warrants of commitment issued in 1901 exceeded 130,000, the proportion of actual imprisonments can hardly be regarded as excessive.

Except in the City of London Court, trial by jury is but seldom resorted to in the county courts, suitors evidently preferring the certainty of a judicial adjudication to the more or less doubtful results secured by submitting cases to juries, who not unfrequently disagree amongst themselves, or give verdicts not justified by the evidence. In this connection it may be interesting to mention that the present returns conclusively prove that county courts are, to borrow the language of Master MACDONELL, the learned editor, "plaintiffs' courts *par excellence*," the proportion of non-suits and judgments for defendants to judgments for plaintiffs not exceeding about one in eighty cases tried.

In conclusion, it may be mentioned that during the year 1901 the county courts sat for 9,946 days.

Reviews.

Books Received.

A Treatise on the Law Relating to Pleasure Yachts: Being a Second Editon of Yachting Under Statute; the Principal Provisions of the Maritime Law applicable to Pleasure Yachts, Practically Arranged as a Handbook for the Use of Yacht Owners. By CHARLES FUHR JEMMETT, Esq., B.C.L., M.A., M.L., Barrister-at-Law, and R. A. B. PRESTON, Esq., M.A., Barrister-at-Law. Sweet & Maxwell (Limited).

It is announced that the opening of the next sittings of the Judicial Committee has been provisionally fixed for Thursday, the 11th of June, and that the list of business will include all appeals (except certain Canadian appeals held over by consent) already set down. A further list of business will be issued for July, which, as at present arranged, will include, besides the Canadian appeals already mentioned, all appeals set down on or before Saturday the 20th of June.

The *Daily Mail* states that a letter has been received by the Liverpool city authorities from Mr. T. H. Baylis, K.C., announcing that he has placed in the hands of the Home Secretary his resignation as presiding judge of the Liverpool Court of Passage. Mr. Baylis, who is in his eighty-fourth year, has presided over the Court of Passage for twenty-seven years, and for a considerable period has been the eldest judge in Great Britain. His resignation takes effect on the 1st of October.

Points to be Noted.

Company Law.

Private Company—Gift of Fully-paid Shares.—R. and J. were partners in a business and owned patents. Being in want of capital, they arranged with six shipowners that the business and patents should be acquired by a company formed to take over and work the same, having a capital of £25,000 in 2,500 shares of £10 each. The purchase price was to be £6,000, payable as to £3,000 in cash and as to £3,000 in fully-paid shares. The six shipowners were to take fifty shares each and pay for the same in cash, thus providing the £3,000 cash payable to the vendors. 600 fully-paid shares were thus disposed of. Each of the shipowners was to have 300 fully-paid shares for his own benefit, 2,400 fully-paid shares being thus accounted for. The remaining 100 shares, treated as fully-paid up, were to be placed in the joint names of C., S., and H., three of the shipowners, to be distributed, as occasion required, by way of reward to shipowners and others bringing business to the company. The company was registered in December, 1899. It was a private company and issued no prospectus—in fact, all its capital was to be taken up as above stated. R., C., S., and H. were the directors. In March 1900, an agreement was entered into between the vendors and the company purporting to be for the sale of the business and patents to the latter for £25,000 (a sum equal to the full amount of the nominal capital), payable as to £3,000 in cash and £22,000 by the allotment to the vendors or their nominees of 2,200 fully-paid shares of £10 each. The agreement having been filed under section 25 of the Companies Act, 1862, the 2,200 paid-up shares were allotted in accordance with the previous arrangement. From the judgment of Kekewich, J., it seems that the remaining 300 shares were paid for by the six shipowners in cash. No share was ever transferred. The company went into liquidation; the assets were sold for about £500, and the debts came to about £5,000. The liquidator sought to have C., S., and H. declared liable as contributories, each for the 300 fully-paid shares for which he had paid nothing, and for the 100 fully-paid shares placed in their joint names, and Kekewich, J., decided that they were so liable (1903, 1 Ch. 674). In the alternative, the liquidator sought to have R., C., S., and H. declared jointly and severally liable for misfeasance in paying away the capital of the company without any consideration, but this part of the case was not gone into. It is rather difficult to ascertain the ground on which Kekewich, J., based his decision, but he said that the agreement was a sham, and appears to have thought that the arrangement was the real agreement, and that as under it nothing was to be paid for the 400 shares, those who took them must pay for them in full in cash. The Court of Appeal has now reversed this decision. The judgment of Romer, L.J., is the best of the three delivered by the three members of the court. He first treats "the negotiations" entered into before registration, and "the arrangements come to, so far as they were completed," as consistent with the terms of the subsequent contract—in other words, he finds that there was no binding antecedent arrangement for a sale for £6,000 only. Secondly, he finds that there was no contract to sell to the company for £6,000. That is plain enough, for the company was not then in existence, and no trustee entered into a contract on its behalf. Finally, held, that the case was covered by *Carling's case* (1 Ch. D. 115). The decision is a most important one. Would it have gone the other way if one of the shareholders had transferred shares to X. before the winding up? If not, should it not be carefully compared with the *dicta* of a judge of first instance in a recent case which brought about the resignation of a member of his Majesty's Government?—RE INNES & Co. (C. A., May 12, 1903) (*Times*, May 13).

Common Law.

Carrier—Contract Exempting from Liability for Loss of Goods which Could be Covered by Insurance—Liability of Carrier for Negligence of Servants.—The plaintiffs claimed damages for breach of a contract by the defendants to carry a quantity of oil by barge on the Thames. It was a term of the contract that the defendants should "not be liable for any loss of or damage to goods which can be covered by insurance." The barge was sunk and the oil lost through the negligence of the servants of the defendants. Held, that, the contract, in speaking of losses which can be covered by insurance, meant losses which can be covered by insurance in the ordinary course of business, and that negligence of servants is not one of the risks ordinarily named. If a carrier desires to exempt himself from liability for his servants' negligence, he must do so in express, plain, and unambiguous terms. Hence the defence that the defendants were exempted from liability by the terms of the contract failed, and the defendants were liable in damages for the value of the oil lost.—PRICE & Co. *v.* UNION LIGHTERAGE CO. (Walton, J.) (1903, 1 K. B. 751).

Result of Appeals.

Appeal Court I.

Harris *v.* Perry & Co. Application of defendants for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Wills and a special jury, Middlesex. Dismissed with costs. May 29.

Appeal Court II.

(Interlocutory List.)

Stevens *v.* Hoare & Wright. Appeal of plaintiff from order of Mr. Justice Joyce (set down March 26). Dismissed with costs. May 28.

Thurgood *v* Kent. Appeal of plaintiff from order of Mr. Justice Buckley (set down April 8, 1903). Allowed the appeal; appellants paying £10 into court for security of costs; the costs of the appeal in any event. May 28.

(For Judgment.)

In the Matter of the Companies Acts, 1862 to 1893, and In the Matter of The Ibo Investment Trusts (Limited). Appeal of Isodore Wyler from order of Mr. Justice Byrne, dated Dec. 10, 1902. Dismissed with one set of costs only. May 29.

(Interlocutory List.)

The North British and Mercantile Insurance Co. and Lovatt *v.* Clifford. Appeal of plaintiffs from order of Mr. Justice Kekewich (set down April 16, 1903). Dismissed with costs. May 29.

[Compiled by Mr. ARTHUR F. CHAPPLE, Shorthand Writer.]

Cases of Last Sittings.

Court of Appeal.

PREIST AND WIFE *v.* LAST. No. 1. 28th May.

SALE OF GOODS—WARRANTY—SALE OF SPECIFIC CHATTEL—IMPLIED WARRANTY OF FITNESS—"PARTICULAR PURPOSE" FOR WHICH CHATTEL REQUIRED—SALE OF GOODS ACT, 1893, S. 14, SUB-SECTION 1.

Application for judgment or a new trial in an action tried before Walton, J., and a special jury at Liverpool. The plaintiff Philip Preist, who was a draper, went to the shop of the defendant, who was a retail chemist, and asked for an indiarubber hot-water bottle for the use of his wife, who was suffering from cramp. The defendant shewed him a bottle, and the plaintiff asked him if it would stand boiling water, and he replied that it would not, but that it would stand hot water. The plaintiff bought it and paid the defendant 3s. 6d. for it. Mrs. Preist used the bottle for four nights, and on the fifth it burst and scalded her. In an action by Mr. Preist and his wife to recover damages for negligence, and breach of warranty, the jury found (1) that Mr. Preist, when he bought the bottle, was not told by the defendant that it was fit for use with boiling water; (2) that the bottle when sold was not fit for use as a hot-water bottle; and (3) that this was the cause of the bottle bursting. The jury were unable to agree whether there was any negligence on the part of the defendant in selling the bottle for the purpose for which it was sold. They assessed the damages at £40 for expenses and £100 for compensation for Mrs. Preist's pain and suffering. Walton, J., on further consideration, held that, as there was no finding of negligence, and as there was no contract between the defendant and Mrs. Preist, she could not recover the £100, but that there was an implied warranty that the bottle was fit for the particular purpose for which it was required within section 14, sub-section 1, of the Sale of Goods Act, 1893, and he gave judgment for the plaintiff, Mr. Preist, for £40. The defendant appealed. By section 14 of the Sale of Goods Act, 1893, "subject to the provisions of this Act and of any statute in that behalf, there is no implied warranty or condition as to the quality or fitness for any particular purpose of goods supplied under a contract of sale, except as follows: (1) Where the buyer, expressly or by implication, makes known to the seller the particular purpose for which the goods are required so as to shew that the buyer relies on the seller's skill or judgment, and the goods are of a description which it is in the course of the seller's business to supply (whether he be the manufacturer or not), there is an implied condition that the goods shall be reasonably fit for such purpose, provided that in the case of a contract for the sale of a specified article under its patent or other trade name there is no implied condition as to its fitness for any particular purpose."

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) dismissed the application.

COLLINS, M.R., said that the learned judge, who, it was agreed, should have power to draw inferences of fact not covered by the findings of the jury, had found that the bottle was sold for the particular purpose of use as a hot-water bottle. It was said that, on the sale of a specified chattel, there must be some fact proved beyond the mere purchase and sale of the chattel to shew that it was sold for a "particular purpose" within the meaning of section 14, sub-section 1, of the Sale of Goods Act, 1893. In his lordship's opinion that was not a sound contention. The object of introducing those words into the section was this: the goods might have in fit for a multitude of purposes; and if goods of that kind were sold, the buyer must shew that he made known to the seller that the goods were bought for a particular purpose. But if the goods were *prima facie*

capable of being used for one purpose only, then the sale would be for a particular purpose within the meaning of the section. The learned judge in the present case drew the necessary inference of fact. A draper, who was unskilled in hot-water bottles, went to a chemist and asked for a hot-water bottle. That was a request to supply a hot-water bottle capable of being used as a hot-water bottle was ordinarily used—namely, as a bottle capable of containing hot water for the purpose of being applied to some part of the human body. Therefore there was a sale here of a specific chattel for a particular purpose in circumstances which shewed that the buyer relied on the seller's skill or judgment. That was an inference of fact to be drawn from all the circumstances, and it ought not to be excluded because the chattel was sold simply as a hot-water bottle. Section 14, sub-section 1, of the Act therefore applied.

Stirling, L.J., agreed. In his opinion it was ultimately a question of fact. The learned judge found that the plaintiff, who had no special knowledge of hot-water bottles, went to the shop of the defendant, who was a chemist, and conveyed to his mind that he wanted a hot-water bottle for a particular purpose, and that he did it in such a way as to shew that he relied on the defendant's skill or judgment. The learned judge had grounds for drawing that inference.

Mathew, L.J., said that he had nothing to add to the judgment of Walton, J.—Counsel, *Horridge*, K.C., and *A. P. Thomas*; *W. F. Taylor*, K.C., and *F. A. Greer*. Solicitors, *Oppenheim & Malkin*; *Donnison & Edwards*.

[Reported by W. F. Barry, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

BARY (Appellant) v. NOLLOTH (Respondent). Div. Court. 28th May.

Criminal Law—Sale of Intoxicating Liquor to Child Under Fourteen—Delivery in Vessel Neither Corked nor Sealed—Sale by Servant Without Master's Knowledge and in Disobedience to His Orders—Intoxicating Liquors (Sale to Children) Act, 1901 (1 Ed. 7, c. 27) s. 2.

This was a case stated by G. Paul Taylor, Esq., a metropolitan magistrate, at the Southwark police-court. On the 17th of July, 1902, an information was laid by the respondent against the appellant under section 2 of the Intoxicating Liquors (Sale to Children) Act, 1901, for that the appellant did at his licensed premises, the Spa Tavern, Bermondsey, unlawfully and knowingly allow one Barnes to sell intoxicating liquor to a person under the age of fourteen years in a vessel not corked and sealed. The magistrate found the appellant guilty. Upon the hearing of the information the following facts were proved: On the 13th of July, 1902, Alice Bastard, a child aged nine years, placed on the counter in the bar an empty bottle and 1½d. to pay for a pint of porter. The bar was crowded with customers at the time. The appellant, who was then himself in charge of his licensed premises, was present in another part of the bar, but did not see the child, and had no knowledge of any intoxicating liquor being sold to her. Barnes, a barman employed by the appellant, filled the bottle with porter and returned it to the counter, whence it was taken away by Bastard, neither corked nor sealed. The appellant kept posted in the bar the following notice: "Every servant employed at this establishment is expressly forbidden to supply any intoxicating liquors, either for consumption on or off the premises, to any child who is in his or her opinion under fourteen years of age, except in sealed and corked bottles containing not less than one pint." Prior to the sale the appellant had given express instructions to Barnes similar to the directions in the notice. The magistrate found that Barnes in serving Bastard was acting within the general scope of his employment as the appellant's barman, and that Barnes in breach of the appellant's express orders and without his knowledge had knowingly sold the porter to a child under fourteen in a vessel neither corked nor sealed. The magistrate was satisfied that the appellant had not connived at the sale, but he was of opinion that the appellant was liable under the said statute for any act done in contravention thereof upon his licensed premises by his servant provided such act was within the general scope of his employment, and that the fact that such servant acted without the appellant's knowledge and in disobedience to his orders afforded no ground of defence. The question for the opinion of the court was whether the magistrate was right in law in so holding. It was contended for the appellant that knowledge on his part was necessary to constitute the offence. *Brooks* v. *Mason* (51 W. R. 224; 1902, 2 K. B. 743), *Somerset* v. *Hart* (32 W. R. 594, 12 Q. B. D. 360), *Somerset* v. *Wade* (42 W. R. 399; 1894, 1 Q. B. 574), *Commissioners of Police* v. *Cartman* (1896, 1 Q. B. 655), and *Worth* v. *Brown* (40 Solicitors' Journal, 515). For the respondent it was contended that knowledge of the servant was sufficient: *Bosley* v. *Davies* (24 W. R. 140, 1 Q. B. D. 87), and *Bond* v. *Evans* (36 W. R. 767, 21 Q B. D. 249).

The Court (Lord Alverstone, C.J., and Channell, J.) allowed the appeal.

Lord Alverstone, C.J., in giving judgment, said: The point was whether for the purpose of this particular offence the knowledge of the person who actually sold and who was the agent of the licence-holder was sufficient. From the cases cited three principles were to be derived. First, if the act was prohibited, knowledge was immaterial, as in *Brooks* v. *Mason*. Secondly, where there were words in the Act such as "knowingly permits or allows," knowledge was essential; but if a man put another in charge and delegated to him his own authority and power to prevent the commission of the offence he had been held to permit or allow within the meaning of the statute. The third matter the court had to consider was what was the rule where there had been no delegation of authority, and the licence-holder was himself at the time controlling the business, and had given direct instructions to his servants, and had given notice that he was not going to allow any infraction of the Act. He, the learned judge, thought that on the facts of this case the appellant could not be convicted.

Channell, J., concurred. Appeal allowed and conviction quashed.—Counsel, *Danckwerts*, K.C., and *Bruce-Williamson*; *Macmorran*, K.C., and *A. Gill*. Solicitors, *Maitlands, Peckham, & Co.*; *Wontner & Sons*.

[Reported by E. G. Stillwell, Esq., Barrister-at-Law.]

GROOM (Appellant) v. GRIMES (Respondent). Div. Court. 28th May.

Criminal Law—Sale of Intoxicating Liquor to Child Under Fourteen—Delivery in Vessel Neither Corked nor Sealed—No Knowledge on Part Either of Master or Servant that Child was Under Fourteen—Intoxicating Liquors (Sale to Children) Act, 1901 (1 Ed. 7, c. 27), s. 2.

Case stated by J. Bros, Esq., metropolitan police magistrate, sitting at the Clerkenwell police-court. On the 8th of November, 1902, an information was laid by the respondent against the appellant under section 2 of the Intoxicating Liquors (Sale to Children) Act, 1901, for that the appellant did at his licensed premises unlawfully and knowingly sell and deliver one pint of beer to one John Mahony, a person under the age of fourteen years, for consumption off the premises, such liquor not being in a corked and sealed vessel. Upon the hearing of the summons the magistrate found the appellant guilty of the said offence. The following facts were proved: On the 8th of November, 1902, Mahony entered the licensed premises of the appellant and requested to be supplied with a pint of beer in an open can. Charles George, a barman in the service of the appellant, was then serving in the bar and asked Mahony how old he was. Mahony replied that he was fourteen, and the barman thereupon supplied him with the beer in the said can. The appellant was not present at the time of the sale, and had no knowledge thereof. The can in which the beer was supplied was neither corked nor sealed. The statement of Mahony that he was fourteen years old was untrue, his age being then thirteen years and eleven months. At the time of the sale the barman honestly believed that the statement made by Mahony that he was fourteen years old was true, and did not know, and had no reason to believe that Mahony was under the age of fourteen years. For the appellant it was contended that he was not liable to be convicted of the offence charged unless it were proved that his barman had effected the sale with knowledge that Mahony was under the age of fourteen, and that inasmuch as he honestly believed at the time of the sale that Mahony was fourteen years old, and had no reason to think otherwise, the appellant ought to be acquitted. The magistrate was of opinion that section 2 of the said Act enacted an absolute prohibition against the sale of intoxicating liquor to any person under the age of fourteen, except in corked or sealed vessels, and that it was not necessary in this case for the prosecution to prove that the barman effected the sale with knowledge that Mahony was under the age of fourteen. He accordingly held that the circumstance that the barman did not know that Mahony was under the age of fourteen, but honestly believed that he had attained that age, did not in law afford the appellant any ground of defence to the charge preferred against him. The question for the opinion of the court was whether the magistrate was right in so holding, or whether, on the facts stated, he was entitled to be acquitted.

The Court (Lord Alverstone, C.J., and Channell, J.) allowed the appeal and upheld the contention of the appellant. Appeal allowed and conviction quashed.—Counsel, *Danckwerts*, K.C., and *Bruce-Williamson*; *A. Gill*. Solicitors, *Maitlands, Peckham, & Co.*; *Wontner & Sons*.

[Reported by E. G. Stillwell, Esq., Barrister-at-Law.]

WESTON v. FIDLER. Div. Court. 8th May.

Landlord and Tenant—Weekly Tenancy—Seven Days' Notice to Quit—Notice Given by Landlord on One Monday for the Following Monday—Insufficiency of Such Notice.

Appeal by the plaintiff from a decision of his Honour Judge Mansel Jones at the Sheffield County Court, in an action to recover possession of certain premises let by the plaintiff to the defendant on a weekly tenancy. The case raised a short but important question as to the sufficiency of the notice to quit. The defendant was the tenant of the premises in question at a rental of 12s. a week. On the 17th of November last year, which was a Monday, notice to quit on the following Monday was given the defendant. By the rent-book agreement, the tenancy might be determined by the landlord or the tenant on giving to the other a week's notice, and it provided that weekly tenants should pay the rent on each Monday as it became due, and rent not paid to the collector on Monday in any week should be brought to the office. The county court judge held, that though the rent was in fact paid on Monday, it became due on Saturday, and that the tenancy was therefore a Saturday tenancy, and a good notice could only be given on a Saturday. He accordingly entered judgment for the defendant, and the landlord appealed. On the appellant's behalf it was argued that a weekly tenancy might be terminated, in the absence of express contract to the contrary, by what the court thought was a reasonable notice, and counsel pointed out that it was the invariable custom to treat a week's notice as reasonable; and that the week's notice might be given on any day, not necessarily on the day on which the tenancy commenced. The notice in question was therefore a good notice. He referred to *Soames* v. *Nicholson* (1902, 1 K. B. 157). Counsel submitted that here there was in law a week's notice because there was no fixed rule that a weekly tenancy should expire on the day of the commencement of the tenancy. Without calling on the respondent the court gave judgment dismissing the appeal.

Wills, J., said the question which arose in the case was whether a notice which was given on the Monday to terminate on the following

Monday was a good notice. In his opinion the case stood entirely on the facts applicable to this particular case. The terms of the tenancy, so far as concerned notice, appeared on the rent-book, which said that the tenancy might be determined by landlord or tenant giving to the other one week's notice, and then there was another provision that the key was to be delivered to the landlord or his agent before 12 o'clock on the day of leaving. Be it observed, there was no question of what was a reasonable notice for a weekly tenancy, the length of the notice being provided by the agreement itself—it was to be one week's notice, and it was to be such a notice as would expire and be effectual by 12 o'clock on the following Monday. Of course, there was a way of looking at it which had been suggested on the part of the plaintiff—namely, that it was sufficient if you gave a notice on one Monday to expire at 12 o'clock the next Monday. But he could see no reason why the usual rule should not apply, that the law did not take notice of the fraction of a day, and this notice must be treated just as it would be if it had been given after 12 o'clock on the Monday upon which it was given. One could see why that rule had grown up. It was a rule of convenience, because, if it did not exist, there would be perpetual conflicts as to whether the notice was given, or a particular act had taken place at 12 o'clock, 12.30, or 1 o'clock, and they would have all sorts of questions as to local time and Greenwich time, and questions arising as to whose watch was right, and all sorts of controversies. He had no doubt that was the origin of the rule, which has now prevailed for a very long time in our law with reference to things that were to be done on a particular day. It seemed to him, therefore, it was much more convenient to have the usual rule, and say that the notice which must be given must be one which leaves seven clear days. He could appreciate and understand the argument which Mr. Reed addressed to the court, on the ground of convenience in respect of this particular tenancy, but that seemed to him to be met by the answer that the landlord in this case could remove all difficulty for the future by simply putting an adequate condition on the back of his notice. He himself, at all events, could see no reason for departing from the usual rule of construction in these matters, which was that a fraction of a day was not good notice for that day, and therefore that the notice in this case was not sufficient.

CHANNELL, J., concurred. The appeal was accordingly dismissed with costs.—COUNSEL, *Herbert Reed*, K.C., and *Carrington; Waddy*. SOLICITORS, *H. G. Campion & Co.; Indermaur & Brown*, for *Webster & Styring*, Sheffield.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

Law Societies.

Law Association.

The eighty-sixth annual general court was held at the Incorporated Law Society's hall on Thursday, the 28th day of May, 1903, Mr. Charles Burt (the vice-president) being in the chair. Amongst those present were Mr. S. J. Daw (treasurer), Mr. F. T. Birdwood, Mr. R. H. Pencock, Mr. R. J. Pead, Mr. S. A. Ram, and Mr. A. Toovey (directors), and several members, including Messrs. W. O. Reader, E. S. Courroux, J. P. Lyell, H. Stanley Smith, H. G. Wedd, and E. E. Barron (secretary).

The report of the directors stated that the funded property of the association now consisted of the following investments—viz.: Consols, £23,000; India 3 per Cents., £5,000; India 3½ per Cents., £2,000; Local Loans 3 per Cent. Stock, £2,000; Great Indian Peninsula Railway Annuity Class B, £179 1s. 1d.; Great Indian Peninsula Railway Guaranteed 3 per Cent. Stock, £660; East Indian Railway Co. Annuity Class B, £307 13s. 9d.; and that the above-mentioned securities, at the market price on the 20th of May, 1903, were worth over £43,000; that the receipts of the association were as follows: Dividends on the above investments, £1,303 11s. 4d.; annual subscriptions, £271 19s.; donations, £2 12s. 6d.; total receipts for the year, £1,578 2s. 10d.; life subscriptions, £73 10s.; that the directors have distributed £655 amongst 12 members' and £475 amongst 22 non-members' cases, making the total relief granted £1,130. In celebration of the King's Coronation an additional gift of £10 each was made to 10 annuitants, widows and daughters of former members; and of £5 each to 15 widows or daughters of deceased solicitors, who had not been members. Since the formation of the association in 1817, the amount of relief granted to members and their families is £75,943, and to solicitors (non-members) and their families, £14,565, making a grand total of £90,508. Twenty-five new members had joined the association during the past year, of whom seven were life members.

After the directors' report and balance-sheet for the past year to the 20th May, 1903, had been read,

Mr. TOOVEY, as chairman of the board for the past year, called attention to the satisfactory position of the association, the increase of membership and of the invested funds. Liberal grants had been made to all deserving cases, including special Coronation gifts to twenty-five old ladies. He moved the adoption of the report and balance-sheet, which was unanimously carried.

The Lord Chief Justice was re-elected president, and Mr. Charles Burt, J.P., Sir John Hollams, and Mr. Laurence Desborough were appointed vice-presidents. Mr. S. J. Daw and Mr. F. T. Birdwood were elected treasurers for the ensuing year. Mr. J. W. C. Frere was elected a trustee in place of Sir Thomas Paine, retiring, and the board of directors was re-appointed.

The Lord Chief Justice has requested the attendance of the King's Bench judges at a meeting in his private room at the Law Courts on Tuesday afternoon next at three o'clock, to dispose of business arising in their division.

Legal News.

Appointments.

Mr. GILBERT MELLOR, barrister-at-law, has been appointed his Majesty's Agent to attend the Mixed Commission on Venezuelan claims constituted by Article IV. of the Protocol of the 13th of February, 1903, between the United Kingdom and the United States of Venezuela.

Mr. GEORGE BIRCHALL, solicitor, of 85, Gracechurch-street, London, and Surbiton, has been appointed a Commissioner of the Supreme Court of the Transvaal to Examine Witnesses and take Affidavits in that court.

Mr. ALFRED LYTTELTON, K.C., M.P., has been appointed Chancellor of the Diocese of Rochester.

Changes in Partnerships.

Dissolutions.

SYDNEY JOHN MONTAGU, HARRY THOMAS MILEHAM, and EDWARD HENRY MONTAGU, solicitors (Montagu, Mileham, & Montagu), 5 and 6, Bucklersbury, London. May 28. So far as regards the said Edward Henry Montagu, who retires from the firm; the said Sydney John Montagu and Harry Thomas Mileham will continue the said business under the present style of Montagu, Mileham, & Montagu. [*Gazette*, June 2.

General.

The Honorary Degree of D.C.L. of the University of Oxford is to be conferred on Lord Lindley, of East Carleton, in the county of Norfolk, one of his Majesty's Lords of Appeal in Ordinary.

For swearing a jury at an inquest at High Wycombe, on Wednesday, says the *Daily Mail*, Mr. Charsley, the coroner for South Bucks, used a New Testament printed in the year 1798. The book, which has been in constant use by Mr. Charsley, his father, and grandfather, for 105 years, and is still in good condition, originally cost ninepence. At the lowest computation the volume must have been kissed 100,000 times.

It is certainly a sign of the times, says the Paris correspondent of the *Times*, that a monthly magazine devoted to the cause of international arbitration should be published in Paris. *La Justice Internationale*; Revue Mensuelle des Travaux et Décisions de la Cour Permanente d'Arbitrage . . . . et des Questions de Droit International, edited by M. Gustave Hubbard, a member of the Paris Bar and of the Chamber of Deputies, promises to be an effective medium for the dissemination of sound views on an important subject of universal interest. It is furthermore likely to be found indispensable as a work of reference by journalists, diplomatists, and others interested in international affairs, owing to its collection of important documents of State.

Judge Alfred C. Coxe, of the United States Circuit Court, in the course of an address before the students of Columbia University recently, took occasion, says the *Albany Law Journal*, to enter a timely protest against any attempt to increase the number of judges in the courts, especially in the Supreme Court of the United States. Already, he declared, there are twice as many judges in New York State as in the whole of England, which has five times the amount of litigation. The Supreme Court disposed of 375 causes during its last session, and it has but nine judges. More than that number, he believed, would make the court unwieldy. What, in his opinion, is needed, is the simplification of procedure in the courts, and the discouragement of useless litigation.

The *Albany Law Journal* fully reports the decision of the United States Circuit Court of Appeals in the case of the Northern Securities Co., to which we recently referred, and says that the judgment has given rise to a vast amount of discussion and wide differences of opinion as to its justness. The appeal has been perfected, and a final adjudication is expected in October or November of the present year. The importance of the decision lies in the fact that for the first time it has been held that the bare possession of means of restraining trade, irrespective of the purposes or aims in view, is prohibited within the meaning of the Sherman Anti-trust Act, as it is interpreted by the court; in other words, that the mere ownership of two competing lines by the Securities Co. is in itself a restraint of trade. This is a proposition so repugnant and so revolutionary that it is hardly conceivable the Supreme Court will give it its indorsement. The difficulties and dangers of such an application of the rule in determining whether or not the business of a corporation is actually in restraint of trade, are too obvious to need pointing out. It would seem that the logical and inevitable result of such an interpretation as has been given to the law by the Circuit Court of Appeals would be that two merchants on opposite sides of a street would be unable to consolidate and form a co-partnership because by so doing they would be taking possession of the means of restraining trade. No individual or corporation would be safe in acquiring property, because its very ownership would be taken as controlling proof that the individual or corporation is carrying on business contrary to the provisions of the Sherman Act.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, June 8	Mr. King	Mr. Greswell	Mr. Farmer	Mr. Carrington
Tuesday 9	Farmer	Church	King	Beal
Wednesday 10	W. Leach	Greswell	Farmer	Carrington
Thursday 11	Theed	Church	King	Beal
Friday 12	Church	Greswell	Farmer	Carrington
Saturday 13	Greswell	Church	King	Beal

Date	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, June 8	Mr. Theed	Mr. Jackson	Mr. Godfrey	Mr. R. Leach
Tuesday 9	W. Leach	Pemberton	R. Leach	Godfrey
Wednesday 10	Theed	Jackson	Godfrey	Pemberton
Thursday 11	W. Leach	Pemberton	R. Leach	Jackson
Friday 12	Theed	Jackson	Godfrey	Beal
Saturday 13	W. Leach	Pemberton	R. Leach	Carrington

High Court of Justice.—King's Bench Division.

Trinity Sittings, 1903.

Dates.	Lord Chief Justice.	Wills, J.	Grantham, J.	Lawrance, J.	Wright, J.	Bruce, J.	Kennedy, J.	Ridley, J.	Bigham, J.	Darling, J.	Channell, J.	Phillimore, J.	Bucknill, J.	Walton, J.	Jelf, J.
1903. June 9	Nisi Prius	N. Wales Circuit Proceeding 1st Part.	Nisi Prius	W. Circuit Proceeding	S.E. Circuit Proceeding	...	Nisi Prius	Nisi Prius and Rev. Cases	Com. List	Nisi Prius	S. Wales Circuit Proceeding 1st Part.	Nisi Prius	Chambers	Nisi Prius	Nisi Prius
" 11	"	"	"	"	"	Oxford Circuit	"	"	"	"	"	"	"	"	"
" 15	"	"	"	"	"	"	"	Midland Circuit	"	"	"	"	"	"	"
" 20	"	"	"	"	"	"	Western Circuit	"	"	"	"	"	"	"	"
" 24	"	"	"	"	"	"	"	"	"	(Com. Cri. Ct. intervening	Div. Court	"	"	N. Circuit	"
" 29	Div. Court	Div. Court	N.E. Circuit	Nisi Prius	Nisi Prius Bankruptcy and Rlwy and Canal Commission	"	"	"	Northern Circuit	S.E. Circuit	"	N.E. Circuit	"	"	"
July 6	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 9	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 15	"	"	"	Nisi Prius	"	"	Com. List	"	"	"	S. Wales Circuit 2nd Part.	"	Midland Circuit	"	"
" 18	"	N. Wales Circuit 2nd Part.	"	"	"	Nisi Prius	"	"	"	"	"	"	"	"	"
" 20	Nisi Prius	"	"	"	"	"	"	"	"	"	"	"	"	"	Oxford Circuit
" 22	"	"	"	(Com. Cri. Ct. intervening)	(Com. Cri. Ct. intervening)	"	"	Chambers	"	Nisi Prius	"	"	"	"	"
" 24	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 27	"	"	"	"	"	Nisi Prius	"	"	"	"	"	"	"	"	"
August 12	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"

HIGH COURT OF JUSTICE—KING'S BENCH DIVISION.

Masters in Chambers for Trinity Sittings, 1903.

A to F.—Mondays, Wednesdays, Fridays, Master Lord Dunboyne; Tuesdays, Thursdays, Saturdays, Master Day.

G to N.—Mondays, Wednesdays, Fridays, Master Chitty; Tuesdays, Thursdays, Saturdays, Master Macdonell.

O to Z.—Mondays, Wednesdays, Fridays, Master Archibald; Tuesdays, Thursdays, Saturdays, Master Wilberforce.

Practice Master.

A Master will sit daily in his own room in accordance with the following rota to dispose of all Questions of Practice, Ex parte Applications, and General Business.

Monday, Master Wilberforce.
Tuesday, Master Lord Dunboyne.
Wednesday, Master Macdonell.
Thursday, Master Chitty.
Friday, Master Day.
Saturday, Master Archibald.

The Property Mart.

Result of Sale.

Reversions and Life Policies.

Messrs. H. E. Foster & Cranfield held their usual Fortnightly Sale (No. 740) of the above Interests at the Mart, E.C., on Thursday last, when the majority of the lots offered were sold. The total realized being £3,945.

		£
REVERSIONS:		
Absolute to One-half of Park Tavern, Tollington-park, N., producing £85 per annum; life 72	Sold	735
Absolute to One-fourth of £6,160 and One-twentieth of £20,000; lives 68 and 69	"	785
Absolute to a Moiety of £3,885; life 63	"	400
Absolute to One-eighth of £12,449; life 61	"	800
Contingent to One-seventh of £1,651 2½ per Cent. Consols and One-sixteenth of £1,700 2½ per Cent. Consols; lives 75 and 78	"	125
LIFE POLICY for £2,000; life 58	"	1,100

Winding-up Notices.

London Gazette.—Friday, May 29.

JOINT STOCK COMPANIES.

Limited in Chancery.

British Pure Ices Syndicate, Limited—Petn for winding up, presented May 19, directed to be heard June 16. Ashley & Co, St Stephen's chmbrs, Telegraph st, solors for pe'ners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 15

British Viscoid Co, Limited (in Liquidation)—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to James Henry Mitchiner, 59, Mark ln

Celvicol Co, Limited - Creditors are required, on or before July 1, to send in their names and addresses, and the particulars of their debts or claims, to Arthur Henry Caesar, 85, Gresham st

Chislehurst Lawn Tennis Ground Syndicate, Limited - Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Alfred Ernest Wright, 81, Cannon st

Harding & Co (Bradford on Avon), Limited—Creditors are required, on or before July 3, to send their names and addresses, and the particulars of their debts or claims, to E. C. Peyer, 2, Adelaide pl, London Bridge. Pininger & Co, solors to liquidator

Lower Assam Co, Limited—Creditors are required, on or before July 13, to send their names and addresses, and the particulars of their debts or claims, to H. Chas. Emery

Mercantile and Mining Corporation of British West Africa, Limited—Petn for winding up, presented May 26, directed to be heard June 16. Christmas, Southampton st, Bloomsbury sq, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 8

Oldham, Middleton, and Rochdale Coal Co, Limited—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to James Lord, Bill House, Rochdale. Woodcock & Co, Bloomsbury sq, for Tweedale & Co, Oldham, solors for liquidators

Portsmouth and Gosport Motors, Limited—Petn for winding up, presented May 23, directed to be heard at Portsmouth, June 11, at 10.30. Hobbs & Brutton, High st, Portsmouth, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 10.

Unlimited in Chancery.

C. J. E. Steeple & Co—Creditors are required, on or before June 25, to send particulars of their debts and claims to Oscar Berry, Monument sq, London Bridge. Smith & Hudson, Mincing ln, solors

London Gazette.—Tuesday, June 2.

JOINT STOCK COMPANIES.

Limited in Chancery.

Alf. Dougill & Co, Limited—Petn for winding up, presented May 18, directed to be heard at Leeds June 15. North & Sons, 4, East parade, Leeds, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 14

Automatograph Co, Limited—Petn for winding up, presented May 28, directed to be heard June 16. Paddison & Co, 34-36, Gresham st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 15

Barnsley Independent Newspaper Co, Limited—Creditors are required, on or before July 13, to send their names and addresses, and the particulars of their debts or claims, to Chas. Herbert Cobbold, Needle Wood, nr Barnsley. Newman & Bond, Barnsley, solors to the liquidator

Lowther Hematite Iron Co, Limited—Creditors are required, on or before June 30, to send in their names and addresses, to William Leitch, Lowther Iron Works, Workington

Ynisgrinon Anthracite Co, Limited—Creditors are required, on or before July 10, to send their names and addresses, and the particulars of their debts or claims, to Samuel Taylor, 3, Temple bldgs, Goat street, Swansea

Yorkshire Chemical and Essence Co, Limited—Creditors are required, on or before July 4, to send their names and addresses, and the particulars of their debts or claims, to Tom Roberts, Churchfields, Glass Houghton, Castleford

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 29.

GILES, WILLIAM, Melton Mowbray, Draper June 30 Barnes v Giles, Eady, J Barker, Melton Mowbray

ROGERS, MARY ANN, Teignmouth June 24 Langworthy v Hawkins & Dewdney, Farwell and Eady, JJ Langworthy, Bedford row

---

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 29.

ARDEN, GEORGE BANKES FLOYER, Great Marlborough st June 30 Slade, Laurence Pountney hill

ATKINSON, PETER LUNDY, Cardiff June 30 Heard & Co, Cardiff

AUSTIN, CHARLES ALLEYNE SUMMERS, Sunningwell, Berks, Barrister at Law June 30 Mallam & Son, Oxford

BARNES, GEORGE, Forest Gate June 27 Pearce & Sons, Giltspur st

BAYNES, Lieut Gen ROBERT STUART, Hayward's Heath June 30 Nicholson & Crouch Surrey st, Strand

BLUETT, LAURA, Exeter June 10 Clapp, Exeter

BONNER, JOHN THOMAS, Sheerness, Kent, Licensed Victualler June 24 Murrough Gt James st, Bedford row

BREWER, MARY BURROWS, Boscombe July 9 Barnard & Taylor, Lincoln's inn fields

BROADLEY, JOHN GEORGE LEWIS, Southchurch, Southend June 30 Moodie & Son, Basinghall av

BULL, ALFRED, Sutton July 10 Andrew & Cheale, Tunbridge Wells

BURRELL, ELIZABETH JANE, Tunbridge Wells July 10 Andrew & Cheale, Tunbridge Wells

CANNING, FANNY, Bath June 30 Lee & Co, Queen Victoria st

CHAPMAN, GEORGE, York July 2 Shaftoe, York

CHURCH, MARIA, Upper Holloway June 29 Tatham & Lousada, Old Broad st

COLE, JOHN, Pembroke, Farmer June 16 Lowless, Pembroke

COPE, WILLIAM HENRY, Regent's Park July 13 Trinder & Co, Leadenhall st

CURME, ELIZABETH, North Finchley July 14 Hale, Queen Victoria st

CURRIE, Major CHARLES, East London, Cape of Good Hope July 14 Murray & Co, Birchin ln

DENHAM, ANN, Notting Hill June 24 Tatham & Co, Queen Victoria st

DONE, THOMAS, Eaton by Tarporley, Chester, Farmer June 27 Bate, Chester

DUNCAN, JOHN, Liverpool, Shipwright June 10 Duncan & Son, Liverpool

FRANCE, HENRY WILLIAM, Wardour st, Oxford st, Undertaker June 30 Dalston & Co, Southampton st, Bloomsbury

GINGELL, GEORGE, Bristol June 30 Veale, Bristol

GOODALL, HARRIET, Liverpool July 1 Payne & Co, Liverpool

GRANGE, EDWIN, Leyton July 10 Freeman, Leyton, Essex

GREENHAUGH, GEORGE, Rochdale, Wine Merchant June 30 Molesworth & White, Rochdale

HAIGHTON, JAMES HENRY, Paddington June 20 Nye & Co, Serjeants' inn, Temple

HICKLING, JOHN SHEPHEARD, Cawston, Norfolk, Farmer July 1 Forster, Aylsham

HOARE, AUGUSTUS FRANCES, West Eaton pl July 8 Longbourne & Co, Lincoln's inn fields

HOLLOWS, GEORGE, Todmorden June 26 Wright, Bacup

HOPPS, ANN, Middleham, Yorks June 20 Maughan, Middleham

HORSFALL, MARY ANN, Horbury, Yorks June 30 Shaw, Hebden Bridge

HUGHES, ALFRED, Birmingham, Plumber July 1 King & Mills, Birmingham

HUNT, EMMA JANE, Kennington July 13 Barnard & Taylor, Lincoln's inn fields

KEELING, GEORGE SCHOLEFIELD, Coleshill, Warwick, Secretary June 30 Ellis, Birmingham

LEADER, FREDERICK CHRISTOPHER, Upper Norwood June 24 Dixon & Co, Lancaster pl, Strand

LEE, WILLIAM, Beeston, Notts June 24 Carter, Nottingham

MARSHALL, FRANCES HENRIETTA, Tunbridge Wells July 10 Andrew & Cheale, Tunbridge Wells

MARSHALL, JANE ALMERIA, Brighton July 10 Andrew & Cheale, Tunbridge Wells

MARSHALL, JOSEPH, Notting Hill, Draper June 30 Hughes, Edgware rd

MITCHELL, GEORGE, Wandsworth Common, Surveyor June 24 Whale, Cannon st

MORRIS, CLAUDIA MARY, Gt Marlow July 9 Morgan, Gt Marlow

MOSS, WILLIAM, Brentwood, Whitesmith Aug 1 Taylor, New Broad st

NEESOM, CHARLES, Thornbury, Bradford June 28 Perkins, Bradford

NESBITT, ROBERT WILLIAM, Heaton, Newcastle upon Tyne, Engineer July 1 Sutherland, Newcastle upon Tyne

NICHOLL, EMILY, Beckenham June 29 Frame & Son, Essex st, Strand

NUNN, SAMUEL, Ipswich, Fish Merchant June 20 Robbins, Ipswich

PAGE, FREDERICK, Melton, Suffolk, Agricultural Engineer July 9 Welton, Woodbridge

PITCHER, JOHN CAREY, Hailsham, Sussex June 23 Coles & Sons, Hailsham

PROWSE, PHILIP OLDRIVE, East Allington, Devon, Yeoman July 1 Square & Co, Kingsbridge

RANKEN, LOUISA JANE, Great Malvern July 10 Winterbotham & Co, Cheltenham

RATHBONE, SAMUEL GREG, Cockermouth, Cumberland June 30 Laces & Co, Liverpool

ROWLEY, MARTHA JANE, Landport, Hants June 30 Johnson, Landport

SALTER, HENRIETTA JOHANNA, Eastbourne June 26 Mundell, Godliman st

SARGANT, EDWARD HOMER, Beguildy Vicarage, nr Knighton, Radnor June 30 Ryland & Co, Birmingham

SMITH, ANNE, West Norwood June 24 Whale, Cannon st

TASKER, MARY JANE, Chester June 8 Sidebotham & Sidebotham, Manchester

THOMAS, DAVID, Brighton July 1 Goodman, East Molesey, Surrey

TOMKINS, ALFRED, Knightsbridge June 30 Howard & Atherton, Abchurch ln

TOWNSON, MARY, Skipton, Yorks, Grocer June 29 Watson, Skipton

TUCKER, WILLIAM JAMES, Stourport, Worcester June 20 Loft, Stourport

VICKERS, JULIA, Meretown House, Staffs July 4 Hickin, Moseley, Birmingham

WATKIN, EDWARD JONES, Llanwnog, Montgomery July 1 Martin & Co, Newtown

WILLIAMS, EMMA JANE, Llandudno July 1 Chamberlain & Johnson, Llandudno

WOLSTENHOLME, WILLIAM, Oswaldtwistle, Lancs, Labourer June 15 Westwell, Accrington

WOOD, JULIA, North Shields June 27 Brown & Holliday, North Shields

YOUNG, HERBERT HOLLAMBY, Oxted, Surrey June 30 Pearless & Son, East Grinstead

London Gazette.—TUESDAY, June 2.

BARRON, GERALD EDWARD, Winkfield, Berks June 30 Donaldson, Bedford row

BOWES, HARRIET, Blackpool July 15 Burton & Co, Stonebow, Lincoln

FAZAN, ANNA MARIA, St John's June 30 Woods, Laurence Pountney hill

GEORGE, BENJAMIN, Great Bridge, Staffs June 30 Betham & Haines, West Bromwich

HALL, WILLIAM CRABB, Cambridge, Bookseller July 15 Ginn & Matthew, Cambridge

HOLMES, JOSEPH, Chester July 11 Brassey, Chester

JONES, WILLIAM, Beaumaris, Anglesey July 1 Jones, Bangor

KING, SARAH ANN, Hastings July 2 Deacon & Co, Gt St Helens

LIARDET, Col CHARLES AYLMER, Ootacamund, Nilgiri Hills, Madras Presidency, India June 29 Maddison & Co, Old Jewry

LOVE, SAMUEL, Mitcham, Rate Collector July 1 Cubison, King st, Cheapside

MAYER, MARY ANN, Caterham Valley, Surrey July 15 Aird & Co, Brabant ct

PARRY, JOHN, Llanddyfnan, Anglesey, Farm Labourer June 30 Owen, Bangor

PEERLESS, DAVID JOHN, Brighton, Timber Merchant June 30 Topham, Brighton

PRICE, SARAH, Moseley, Worcester July 1 Balden & Son, Birmingham

SMITH, JAMES FISHER, Patricroft, nr Manchester, Clerk July 2 Bowden & Livesey, Manchester

TYRIE, SARAH RIPPON, St Leonards on Sea July 10 Anderson & Sons, Ironmonger la, Cheapside

WATERS, JOHN, Sheffield, Cattle Condiment Merchant July 11 Barker, Sheffield

WATKIN, EDWARD JONES, Caersws, Llanwnog, Montgomery July 1 Martin & Co, Newtown

WHITE, GERTRUDE CAROLINE LOUISA, Lee, Kent July 10 Whites & Co, Budge row, Cannon st

YELLOWLEY, LAURA, Bardon Mill, Northumberland June 30 Clayton & Gibson, Newcastle on Tyne

Bankruptcy Notices.

London Gazette,—FRIDAY, May 29.

RECEIVING ORDERS.

ARMSTRONG, HENRY, Westminster Bridge rd, Boot Retailer High Court Pet May 27 Ord May 27

BAILEY, GEORGE HENRY, Leek, Staffs, Hay Dealer Macclesfield Pet May 23 Ord May 23

BARKER, H G, G. Tower st, Sugar Broker High Court Pet April 22 Ord May 26

BORISSOFF, LOUIS, Southwark, Tobacconist High Court Pet May 11 Ord May 26

BRETTELL, JOHN ORME, Worcester, Engineer Worcester Pet May 27 Ord May 27

BRETTELL, SAMUEL, Hornsey, Inland Revenue Officer High Court Pet April 21 Ord May 26

BROOKE, A, Birkenhead, General House Furnisher Birkenhead Pet May 19 Ord May 25

CALDERBANK, ALFRED, Westhoughton, Lancs, Confectioner Bolton Pet May 25 Ord May 25

CHUBALL, CHARLES ARTHUR, Thavies inn, Manufacturers' Agent High Court Pet May 26 Ord May 26

COHEN, LAZARUS, Mile End, Waste Paper Dealer High Court Pet May 7 Ord May 26

DAVIES, REES, Cwmdare, Aberdare, Collier Aberdare Pet May 26 Ord May 26

DAVISON, ARTHUR WILLIAM, City rd, Licensed Victualler High Court Pet May 4 Ord May 26

DE CAUX, MARK KNIGHTS, Southtown, Gt Yarmouth, Baker Gt Yarmouth Pet May 25 Ord May 25

HOE, A G, Putney Wandsworth Pet May 1 Ord May 26

HORSLEY, CHARLES LAMBERT, Kingston upon Hull, Ice Merchant Kingston upon Hull Pet May 26 Ord May 26

HOSKINS, ERNEST GILBERT, Leeds, Jeweller Leeds Pet May 8 Ord May 25

JONES, HUGH EDWIN, Southsea, nr Wrexham, Tailor Wrexham Pet May 23 Ord May 23

JOSEPH, ELIAHOO, Manchester, Job Merchant Manchester Pet May 14 Ord May 25

LAMBERT, ALFRED JOHN, London wall, Banker High Court Pet May 7 Ord May 27

LISEMORE, FRED HENRY, Leicester, China Dealer Leicester Pet May 25 Ord May 25

MCCLEMENT, JOSEPH, Nantlle, Carnarvon, Engine Driver Bangor Pet May 25 Ord May 25

MASON, JOSEPH, Ramsgate Canterbury Pet May 26 Ord May 26

MURRAY, THOMAS WILLIAM SMEARDON, Portsmouth, Engineer, Lieutenant R N Portsmouth Pet April 22 Ord May 26

PARKER, FREDERICK, Barnsley, Tailor Barnsley Pet May 27 Ord May 27

PARRY, THOMAS, Blaenau Festiniog, Quarryman Portmadoc Pet May 21 Ord May 21

PEACOCK, SIDNEY ERNEST, Kingswood, Glos, Boot Manufacturer Bristol Pet May 5 Ord May 25

ROBINSON, WILLIAM HENRY, Hornsey High Court Pet April 23 Ord May 25

SAMUS, GERARD ALEXANDER, Eastleigh, Southampton, Ironmonger Southampton Pet May 23 Ord May 25

SAUNDERSON, WILLIAM ASHTON, Leicester, Paint Merchant Leicester Pet May 26 Ord May 26

SMITH, ALEXANDER, Birmingham, Baker Birmingham Pet May 27 Ord May 27

SMITH, GEORGE FREDERICK, Shepherd's Bush, Carpenter High Court Pet May 25 Ord May 25

SMITH, WILLIAM MCGREGOR, Streatham Wandsworth Pet May 9 Ord May 26

STOKER, GEORGE HENRY, Carlton, nr Selby, Yorks, Builder York Pet May 25 Ord May 25

THOMAS, JOHN, Sandbach, Chester, Confectioner Macclesfield Pet May 25 Ord May 25

TIPPING, GEORGE, Tatsfield, Surrey, Carpenter Croydon Pet May 22 Ord May 22

WARD, J T, Manchester, Cycle Dealer Manchester Pet May 16 Ord May 27

WESTLAND, ALEXANDER JOHN, Albert Bridge rd Wandsworth Pet May 12 Ord May 26

WITHERS, EDWIN JOHN, Handsworth, Salesman's Clerk Birmingham Pet May 25 Ord May 25

WORGAN, JOHN, Whitland, Carmarthen, Timber Haulier Pembroke Dock Pet May 25 Ord May 25

Amended notice substituted for those published in the London Gazette of May 22:

EVERSDEN, WILLIAM, Blackpool Ashton under Lyne Pet April 24 Ord May 18

FIRST MEETINGS.

BALDRY, GEORGE WILLIAM, Bridlington, Yorks, Artist June 8 at 4 74, Newborough, Scarborough

BAMFORD, ALFRED DAVID, Stratford, Manure Manufacturer June 9 at 1 Bankruptcy bldgs, Carey st

BARKER, H G, Gt Tower st, Sugar Broker June 15 at 11 Bankruptcy bldgs, Carey st

BORISSOFF, LOUIS, Dover st, Southwark, Tobacconist June 12 at 11 Bankruptcy bldgs, Carey st

BRETTELL, SAMUEL, Hornsey, Inland Revenue Officer June 15 at 12 Bankruptcy bldgs, Carey st

CALDERBANK, ALFRED, Westhoughton, Lancs, Confectioner June 15 at 3 19, Exchange st, Bolton

CHATFIELD, FREDERICK ARTHUR, Stapleford, Notts, Builder June 9 at 3 Off Rec, 47, Full st, Derby

CHUBALL, CHARLES ARTHUR, Thavies inn, Manufacturers' Agent June 11 at 12 Bankruptcy bldgs, Carey st

CLAYFORTH, GEORGE HENRY, Leeds, Grocer June 8 at 11 Off Rec, 22, Park row, Leeds

COHEN, LAZARUS, Bancroft rd, Mile End, Waste Paper Dealer June 16 at 11 Bankruptcy bldgs, Carey st

DAVID, DAVID, Clydach Vale, Glam, Grocer June 8 at 3 135, High st, Merthyr Tydfil

DAVISON, ARTHUR WILLIAM, Shepherdess walk, City rd, Licensed Victualler June 12 at 12 Bankruptcy bldgs, Carey st

DICKINSON, ISAAC WINTERBURN, Blackburn, Printer June 10 at 11 County Court house, Blackburn

DUCKWORTH, THOMAS, Leeds, Commission Agent June 8 at 11.30 Off Rec, 22, Park row, Leeds

ENSOR, ALICE, Penistone, Yorks, General Draper June 8 at 11 Off Rec, 6, Bond ter, Wakefield

FAWELL, JOHN WILLIAM, West Witton, Yorks, Farmer June 8 at 11.30 Court house, Northallerton

FLINT, CHARLOTTE ELIZABETH, Pendleton, Salford June 9 at 2.30 Off Rec, Byrom st, Manchester

GRAY, WILLIAM ALEXANDER, and ERNEST GRAY, Wood Green, Grocers June 10 at 2.30 Bankruptcy bldgs, Carey st

GREENBAUM, JOHN, Spitalfields, Skin Merchant June 10 at 11 Bankruptcy bldgs, Carey st

GROVES, JOSEPH WILLIAM, Sutton Scotney, Hants, Builder June 10 at 3 Off Rec, 172, High st, Southampton

HAMMONDS, JOHN WILLIAM, Earl Shilton, Leicester, Shoe Riveter June 9 at 12 Off Rec, 1, Berridge st, Leicester

HARLAND, JOHN ROBERT, Sowerby, Thirsk, Yorks, Auctioneer June 8 at 11.30 Court house, Northallerton

HEY, GEORGE HERBERT, Morecambe, Confectioner June 9 at 10.30 Off Rec, 14, Chapel st, Preston

HOLT, MARSHALL, Blackpool, Tailor June 9 at 10.45 Off Rec, 14, Chapel st, Preston

HUGHES, THOMAS AMOS, Liverpool, Printer June 10 at 3 Off Rec, 35, Victoria st, Liverpool

HURWORTH, JOHN GEORGE COOK, Bishop Auckland, County Durham, Baker June 9 at 11.30 Three Tuns Hotel, Durham

HUMPHRIS, JOSEPH, Banbury, Oxon, Coal Merchant June 6 at 12 1, St Aldate's, Oxford

HURT, FRANK, Seething ln, Merchant June 9 at 2.30 Bankruptcy bldgs, Carey st

HUTCHINSON, GEORGE EDWARD, Halifax, Farmer June 8 at 12 Off Rec, Town Hall chmbrs, Halifax

JOHNS, WALTER TREVOR, Carmarthen, Provision Merchant June 6 at 12 Off Rec, 4, Queen st, Carmarthen

JONES, HUGH EDWIN, Southsea, nr Wrexham, Denbigh, Tailor June 9 at 11 30 The Priory, Wrexham

KAPLAN, MENDEL, Kingston upon Hull, Tailor June 9 at 11 Off Rec, Trinity House ln, Hull

LISEMORE, FRED HENRY, Leicester, China Dealer June 9 at 3 Off Rec, 1, Berridge st, Leicester

MARSHALL, ALFRED, Bexley Heath, Kent June 15 at 12.15 115, High st, Rochester

MASH, WILLIAM HENRY, Balham, Upper Tooting, Fruiterer June 9 at 11.30 24, Railway app, London Bridge

MASON, JOSEPH, Ramsgate June 18 at 9 Off Rec, 68, Castle st, Canterbury

MORGAN, JOHN, Bermondsey st, Dairyman June 2 at 2 30 Bankruptcy bldgs, Carey st

MORRIS, ISAAC, Aberaman, AberJare, Collier June 10 at 2 135, High st, Merthyr Tydfil

MURRAY, J C, Wimbledon June 8 at 11.30 24, Railway app, London Bridge

NASH, JOHN, Bishops Waltham, Southampton, Carpenter June 10 at 3.30 Off Rec, 172, High st, Southampton

NOAKES, FRANK, West Dulwich June 10 at 12 Bankruptcy bldgs, Carey st

NUNN, HENRY CHARLES, Cherryhinton, Cambridge, Builder June 6 at 2 Off Rec, 5, Petty Cury, Cambridge

PARKINSON, WILLIAM, Southend on Sea, Builder June 8 at 12 95, Temple chmbrs, Temple av

PARRY, THOMAS, Blaenau Festiniog, Merioneth, Quarryman June 8 at 12 Crypt chmbrs, Eastgate row, Chester

PEARCE, WILLIAM HENRY, Testh, Cornwall, Miller June 9 at 12 Off Rec, Boscawen st, Truro

READE, DAVID JONES, Westby with Plumpton, nr Kirkham, Lancs, Innkeeper June 9 at 11 Off Rec, 14, Chapel st, Preston

ROBINSON, WILLIAM HENRY, Hornsey June 10 at 12 Bankruptcy bldgs, Carey st

SMITH, GEORGE FREDERICK, Shepherd's Bush, Carpenter June 11 at 12 Bankruptcy bldgs, Carey st

SMITH, GEORGE REGINALD, Abertillery, Builder June 9 at 3 135, High st, Merthyr Tydfil

STOKER, GEORGE HENRY, Carlton, nr Selby, Builder June 8 at 12.30 Off Rec, The Red House, Duncombe pl, York

SUGDEN, EZRA PUGH, Weymouth, Accountant June 6 at 12.30 Off Rec, Endless st, Salisbury

TAYLOR, JOSHUA, Normanton, Tobacconist June 8 at 10 30 Off Rec, 6, Bond ter, Wakefield

WANDSWORTH, TITUS, Pressall, Lancs, Licensed Victualler June 9 at 11.15 Off Rec, 14, Chapel st, Preston

WIGHTMAN, ARTHUR FREDERICK, Folkestone, Dorset, Farm Labourer June 6 at 12 Off Rec, Endless st, Salisbury

ADJUDICATIONS.

BAILEY, GEORGE HENRY, Leek, Staffs, Hay Dealer Macclesfield Pet May 23 Ord May 23

BRETTELL, JOHN ORME, Worcester, Engineer Worcester Pet May 27 Ord May 27

CALDERBANK, ALFRED, Westhoughton, Lancs, Confectioner Bolton Pet May 25 Ord May 25

CRUDGINGTON, FREDERICK, Sparkhill, Birmingham, Traveller Birmingham Pet April 15 Ord May 26

DAVIES, REES, Cwmdare, Aberdare, Newsagent Aberdare Pet May 23 Ord May 26

EVERSDEN, WILLIAM, Blackpool Ashton under Lyne Pet April 24 Ord May 26

FLINT, CHARLOTTE ELIZABETH, Pendleton, Salford Salford Pet May 23 Ord May 23

GARDETT-FAIRFAX, HUGH WILLIAM MANNSELL, Leamington Spa, Warwick, Civil Engineer Warwick Pet April 9 Ord May 5

GRAY, WILLIAM ALEXANDER, and ERNEST GRAY, Whitecross st, Grocers High Court Pet May 8 Ord May 25

GROVES, JOSEPH WILLIAM, Sutton Scotney, Hants, Builder Winchester Pet May 8 Ord May 26

HORSLEY, CHARLES LAMBERT, Kingston upon Hull, Fish Merchant Kingston upon Hull Pet May 25 Ord May 26

JONES, HUGH EDWIN, Southsea, nr Wrexham, Denbigh, Tailor Wrexham Pet May 23 Ord May 23

LISEMORE, FRED HENRY, Leicester, China Dealer Leicester Pet May 25 Ord May 25

MCCLEMENT, JOSEPH, Nantlle, Carnarvon, Engine Driver Bangor Pet May 25 Ord May 25

MASON, JOSEPH, Ramsgate Canterbury Pet May 26 Ord May 26

NASH, WILLIAM EDWIN, and GEORGE WILLIAM NASH, Thornton Heath, Builders Croydon Pet Feb 16 and Feb 23 Ord May 22

PARKER, FREDERICK, Barnsley, Tailor Barnsley Pet May 27 Ord May 27

PARKINSON, WILLIAM, Southend on Sea, Builder Chelmsford Pet April 16 Ord May 25

PARSONS, RICHARD, WILLIAM BENNETT, and WILLIAM BEDDARD, Langley, Worcester, Boiler Makers West Bromwich Pet April 27 Ord May 26

REEVE, JAMES HENRY, North Walsham, Norfolk, Coal Merchant Norwich Pet May 12 Ord May 27

RICHMOND, MARCUS, Bancroft rd, Mile End, Boot Dealer High Court Pet April 30 Ord May 25

SAUNDERSON, WILLIAM ASHTON, Leicester, Varnish Merchant Leicester Pet May 26 Ord May 26

SIMS, RICHARD, Bolton, Fruiterer Bolton Pet May 9 Ord May 9

SLADDEN, WILLIAM FREDERICK, Tunbridge Wells, Dealer in Fancy Goods Tunbridge Wells Pet May 2 Ord May 26

SMITH, GEORGE FREDERICK, Shepherd's Bush, Carpenter High Court Pet May 25 Ord May 25

STOKER, GEORGE HENRY, Carlton, nr Selby, Yorks, Builder York Pet May 25 Ord May 25

WORGAN, JOHN, Whitland, Carmarthen, Timber Haulier Pembroke Dock Pet May 25 Ord May 25

ADJUDICATION ANNULLED.

SADLER, THOMAS, New Malton, Yorks, Innkeeper Scarborough Adjud Feb 5, 1890 Annul May 19, 1903

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

HOPKINS, WALTER SAMUEL, Shrewsbury rd, Westbourne Park, Hosier High Court Rec Ord May 15, 1896 Adjud June 3, 1896 Resc and Annul May 27, 1903

London Gazette.—TUESDAY, June 2.

RECEIVING ORDERS.

BALDWIN, OLIVER, Scarborough, Milliner Scarborough Pet May 12 Ord May 28

BLACKMUR, FREDERICK, Lanchester, Durham, Painter Durham Pet May 28 Ord May 28

BRADLEY, CHRISTOPHER, Skipton, Yorks, Salt Dealer Bradford Pet May 28 Ord May 28

BURT, E, Brighton Brighton Ord May 28

DAVIS, RICHARD J, St James, Solicitor Wandsworth Pet Feb 9 Ord May 28

DERRICK, ALFRED JAMES, Southsea, Greengrocer Portsmouth Pet May 29 Ord May 29

FAIRWEATHER, FRANCIS, Scarborough, Tailor Scarborough Pet May 29 Ord May 29

GRANTHAM, WILLIAM, Peterborough, Boot Dealer Peterborough Pet May 28 Ord May 28

HARLAND, BENJAMIN FORD, Kingston upon Hull, Baker Kingston upon Hull Pet May 29 Ord May 29

HINDS, MARTHA, Minster, Isle of Thanet, Licensed Victualler Canterbury Pet May 29 Ord May 29

HODGES, BENJAMIN GEORGE, Derby, Electrical Engineer Derby Pet May 28 Ord May 28

JAGGER, WILLIAM HENRY, Clayton, Lancs, Ironmonger Ashton under Lyne Pet May 27 Ord May 27

JOHN, WILLIAM, Aberdare, Glam, Haulier Aberdare Pet May 29 Ord May 29

LEACH, PHILIP, Tonypandy, Glam, Furniture Dealer Pontypridd Pet May 29 Ord May 28

MOORE, WILLIAM ALFRED, 8 Lowestoft, Tobacconist Gt Yarmouth Pet May 29 Ord May 29

PROCTOR, GEORGE BRIDGFORD, Hove, Sussex, Physician Brighton Pet May 29 Ord May 29

RASON, ARTHUR, Battersea, Boot Dealer Wandsworth Pet May 29 Ord May 29

SUTHERLAND, D, Brighton, Newspaper Publisher Brighton Ord May 29

VERSEY, GEORGE, Lowestoft, Sanitary Engineer Great Yarmouth Pet May 28 Ord May 28

WADE, GORDON WILLIAM, Felixstowe, Fancy Stationer Ipswich Pet May 28 Ord May 28

WARREN, EDWARD HARRY, Liscard, Cycle Manufacturer Birkenhead Pet May 15 Ord May 28

Amended notice substituted for that published in the London Gazette of Dec. 19:

CROSS, FREDERICK, South Norwood, Horse Dealer Croydon Pet Nov 22 Ord Dec 16

FIRST MEETINGS.

BAILEY, GEORGE HENRY, Leek, Staffs, Hay Dealer June 12 at 11.15 Off Rec, 23, King Edward st, Macclesfield

BRADLEY, CHRISTOPHER, Skipton, Yorks, Salt Dealer June 12 at 3 Off Rec, 29, Tyrrel st, Bradford

BRITTAIN, THOMAS ARTHUR, Macclesfield, Coach Builder June 12 at 10.45 Off Rec, 23, King Edward st, Macclesfield

CHARLES, EDWARD JOHN, Moseley, Builder June 11 at 11 174, Corporation st, Birmingham

CHAYTOR, CLERVAUX ARTHUR, Darlington June 10 at 3 Off Rec, 8, Albert rd, Middlesbrough

CRUDDINGTON, FREDERICK, Sparkhill, Birmingham, Traveller June 10 at 11 174, Corporation st, Birmingham

DE CAUX, MARK KNIGHTS, Gt Yarmouth, Baker June 13 at 12.30 Off Rec, 8, King st, Norwich

DERRICK, ALFRED JAMES, Southsea, Greengrocer June 10 at 3 Off Rec, Cambridge junc, High st, Portsmouth

EVERSDEN, WILLIAM, Blackpool June 10 at 2.30 Off Rec, Byrom st, Manchester

HALL, WILLIAM JOSEPH, Buxton, Derby June 10 at 3.45 Off Rec, County chmbrs, Market pl, Stockport

HODGES, BENJAMIN GEORGE, Derby, Electrical Engineer June 11 at 12 Off Rec, 47, Full st, Derby

HORSLEY, CHARLES LAMBERT, Kingston upon Hull, Fish Merchant June 11 at 11 Off Rec, Trinity House ln, Hull

HOSKINS, ERNEST GILBERT, Leeds, Jeweller June 11 at 12 Off Rec, 22, Park row, Leeds

JACOBSEN, CHARLES HENRY, Enfield, Builder June 10 at 12 Room 8, Temple chmbrs, Temple av

KEELEY, JAMES PHILIP, Blackpool, Chemist June 12 at 3 Off Rec, 14, Chapel st, Preston

MELL, HARRY, Northallerton, Yorks, Fruiterer June 22 at 11.30 Court House, Northallerton

PARKER, JOHN, Whitby, Yorks, Wheelwright June 10 at 3 Off Rec, 8, Albert rd, Middlesbrough

PEACOCK, SIDNEY ERNEST, Kingswood, Glos, Boot Manufacturer June 10 at 11.30 Off Rec, 26, Baldwin st, Bristol

PRITCHARD, OWEN GWILYM, Liscard, Chester, Contractor June 17 at 12 Off Rec, 35, Victoria st, Liverpool

ROGERS, EDWARD JOHN, Middlesbrough, Picture Frame Maker June 12 at 3 Off Rec, 8, Albert rd, Middlesbrough

SAMSON, GERARD ALEXANDER, Eastleigh, Southampton, Ironmonger June 11 at 3 Off Rec, 172, High st, Southampton

SAUNDERSON, WILLIAM ASHTON, Leicester, Varnish Merchant June 12 at 12 Off Rec, 1, Berridge st, Leicester

SINGLETON, WILLIAM, Hampton, Builder's Manager June 11 at 11.30 24, Railway app, London Bridge

THOMAS, JOHN, Sandbach, Cheshire, Confectioner June 12 at 12 Off Rec, 23, King Edward st, Macclesfield

TIPPING, GEORGE, Tatsfield, Surrey, Carpenter June 10 at 12 24, Railway app, London Bridge

WILLIAMS, EVAN HENRY, Aberystwyth, Cardigan, Builder June 16 at 11 Townhall, Aberystwith

WINTER, OLIVER, Merthyr Tydfil, Mason June 12 at 3 135, High st, Merthyr Tydfil

ADJUDICATIONS.

BLACKMUR, FREDERICK, Lanchester, Durham, Painter Durham Pet May 28 Ord May 28

BRADLEY, CHRISTOPHER, Skipton, Yorks, Salt Dealer Bradford Pet May 28 Ord May 28

BROUDIE, ALBERT, Birkenhead, Cheshire, General House Furnisher Birkenhead Pet May 19 Ord May 26

BURY, JOHN, Bolton, Cotton Doubler Bolton Pet April 28 Ord May 29

DE CAUX, MARK KNIGHTS, Southtown, Gt Yarmouth, Baker Gt Yarmouth Pet May 25 Ord May 28

DERRICK, ALFRED JAMES, Southsea, Greengrocer Portsmouth Pet May 29 Ord May 29

FAIRWEATHER, FRANCIS, Scarborough, Tailor Scarborough Pet May 29 Ord May 29

GRANTHAM, WILLIAM, Peterborough, Boot Dealer Peterborough Pet May 28 Ord May 28

HARLAND, BENJAMIN FORD, Kingston upon Hull, Baker Kingston upon Hull Pet May 29 Ord May 29

HINDS, MARTHA, Minster, Isle of Thanet, Kent, Licensed Victualler Canterbury Pet May 29 Ord May 29

HODGES, BENJAMIN GEORGE, Derby, Electrical Engineer Derby Pet May 28 Ord May 28

HORNE, WILLIAM, Bristol, Iron Founder Bristol Pet May 16 Ord May 28

JAGGER, WILLIAM HENRY, Clayton, Lancs, Ironmonger Ashton under Lyne Pet May 27 Ord May 27

JOHN, WILLIAM, Aberdare, Haulier Aberdare Pet May 29 Ord May 29

JONES, HENRY, Brewood, Staffs, Grocer Wolverhampton Pet May 13 Ord May 28

KEELEY, JAMES PHILIP, Blackpool, Chemist Preston Pet April 21 Ord May 27

LEACH, PHILIP, Tonypandy, Glam, Furniture Dealer Pontypridd Pet May 28 Ord May 28

MOORE, WILLIAM ALFRED, 8 Lowestoft, Tobacconist Gt Yarmouth Pet May 29 Ord May 29

PARRY, THOMAS, Blaenau Festiniog, Merioneth, Quarryman Portmadoc Pet May 21 Ord May 28

PROCTOR, GEORGE BRIDGEFORD, Hove, Sussex, Physician Brighton Pet May 29 Ord May 29

RASON, ARTHUR, Battersea, Boot Dealer Wandsworth Pet May 29 Ord May 29

SUGDEN, EZRA PUGH, Weymouth, Accountant Dorchester Pet April 27 Ord May 28

THOMAS, JOHN, Sandbach, Chester, Confectioner Macclesfield Pet May 25 Ord May 28

TIPPING, GEORGE, Tatsfield, Surrey, Carpenter Croydon Pet May 22 Ord May 28

VERSEY, GEORGE S, Lowestoft, Sanitary Engineer Gt Yarmouth Pet May 28 Ord May 28

WADE, GORDON WILLIAM, Felixstowe, Fancy Stationer Ipswich Pet May 28 Ord May 28

WARREN, EDWARD HARRY, Liscard, Cheshire, Cycle Manufacturer Birkenhead Pet May 15 Ord May 29

WHITE, SAMUEL HENRY DUCROS, Seacombe, Chester, Chandler Liverpool Pet May 14 Ord May 28

Amended notice substituted for that published in the London Gazette of April 10:

ORAM, CLEMENT WILLIAM, Grays, Essex, Seaman Instructor Chelmsford Pet April 3 Ord April 6